

THE COURTS.

CIVIL NOTES.

In the Circuit Court of Essex County, N. J., yesterday, in the case of Trusell against Baldwin, a verdict was rendered for the defendant. The suit was brought by Trusell against Baldwin, and his defense was that the notes had been altered.

In the case of Wills, Edmonds & Co. against Collector of Tar, now on trial in the United States Circuit Court before Judge Shrimpton, the question is whether or not "just rejections" are, under the act of July 14, 1862, subject to the additional duty of \$5 per ton charged on jute.

In the suit of John Ahabsahn against the Clinton Fire Insurance Company, in Supreme Court, Circuit, the facts of which were reported in yesterday's TRIBUNE, the jury rendered a verdict last evening for plaintiff for \$2,500, to which Judge Lawrence added an allowance of 5 per cent. Samuel J. Glassy and Charles Matthews for the plaintiff, N. B. Hoyle for the defendant.

J. Rosenthal & Co. imported a quantity of rubid jewelry, which they claimed was durable, as jewelry, at the rate of 25 per cent ad valorem. Collector Arthur demanded duty at the rate of 35 per cent ad valorem, on the ground that the goods were of poor quality. This rate of duty was paid. It was brought to recover the difference, about \$300. The case was tried yesterday in the United States Circuit Court, before Judge Shrimpton, and the jury found for the plaintiff.

The suit of Ward agt. Leonard, tried before Judge Donoghue in Supreme Court, Circuit, involved the right of a tenant to remove a building erected by him, with some peculiar attending circumstances. The defendant had been the direct tenant of the plaintiff, and under his lease erected a building, with a covenant that he might remove it. At the expiration of the first lease plaintiff let to another person, before the end of his sub-tenant of that lease. Before the end of his lease plaintiff let another person, and plaintiff removed the building. The defendant had paid \$3,000 for the removal. Judge Donoghue ruled that, aside from the covenant, a tenant who put up a building for purposes of trade could not remove it if he could do so without the consent of his landlord. Another question was whether defendant had used parts of plaintiff's property in building the house. If he had, the Judge ruled, he had no right to remove it. The jury found for defendant. Edward Mitchell appeared for plaintiff; C. Bainbridge Smith for defendant.